

King County Office of Emergency Management
HOMELAND SECURITY SUBGRANT AGREEMENT

PROJECT TITLE: *Regional Emergency Amateur Radio High Speed Digital Messaging Network*

THIS AGREEMENT is made and entered into by and between King County and the *City of Seattle*, hereinafter "Subgrantee", for the express purposes set forth in the following provisions of this Agreement.

It is understood that funding for this Agreement has been granted to King County by the United States Department of Homeland Security through the Washington State Military Department, Emergency Management Division. The funding source of the grant is the *FFY2004 State Homeland Security Program*, Catalog of Federal Domestic Assistance (CFDA) #97.004, State Contract #E05-069.

NOW THEREFORE, King County and the Subgrantee mutually agree as follows:

1. SCOPE OF WORK AND BUDGET

The Subgrantee will accomplish the work and tasks as set forth in this Agreement and the Scope of Work, Project Timeline, and Deliverables (attached hereto as Exhibit A) and Budget (Exhibit B).

2. PERIOD OF PERFORMANCE

Subject to other Agreement provisions, the period of performance under this Agreement will be from *November 1, 2004* to *October 1, 2005*. All work must be satisfactorily completed, and all invoices, reports, and deliverables must be submitted, by the end of this Period of Performance.

3. CONTRACT REPRESENTATIVES

King County's Project Manager on this Agreement shall be *Kathryn Howard, Program Manager*, King County Office of Emergency Management. The Project Manager shall be responsible for monitoring the performance of the Subgrantee, the approval of actions by the Subgrantee, approval for payment of billings and expenses submitted by the Subgrantee, and the acceptance of any reports by the Subgrantee.

The Subgrantee's representative to this Agreement shall be *Mark Sheppard, Emergency Communications Officer*, who will be the contact person for all communications regarding the conduct of work under this Agreement and who will ensure that all terms of the Agreement are met.

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to King County or the Subgrantee at the addresses provided on the next page:

If to King County:

Kathryn Howard
King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056
206-296-3830
kathryn.howard@metrokc.gov

If to the Subgrantee:

Mark Sheppard, Emergency Communications Officer &
Steve Marten, Emergency Preparedness Officer
SPD-Division of Emergency Management
2320 4th Avenue
Seattle, WA 98121
206-684-5027
mark.sheppard@seattle.gov
steve.marten@seattle.gov

4. REIMBURSEMENT REQUESTS AND PAYMENT

This is a fixed price, reimbursement contract. Total compensation payable to the Subgrantee for satisfactory performance of the work under this Agreement shall not exceed **\$89,359.00** (*Eighty nine thousand three hundred fifty nine dollars and zero cents*). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded.

Compensation for satisfactory work performance shall be payable upon receipt of a properly completed Invoice and Progress Report Form, which will be provided to the Subgrantee subsequent to execution of this Agreement. Invoices for costs incurred to date may be submitted monthly or quarterly. Supporting documentation is required for reimbursement of all expenses related to the Scope of Work and Budget in Exhibits A and B. Supporting documentation includes, but is not limited to, paid invoices to vendors, paid expense claim forms, canceled checks, etc. The documentation must also include the date of payment by the Subgrantee to ensure that the work was completed within the subgrant period of performance.

Payment shall be considered timely if mailed by King County to the Subgrantee within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subgrantee on the invoice form. King County may, at its sole discretion, withhold payments claimed by the Subgrantee for services rendered if King County has determined that the Subgrantee has failed to satisfactorily comply with any term or condition of this Agreement.

King County does not incur liability for any payment to the Subgrantee that is subsequently disallowed by State or Federal granting agencies. King County reserves the right to withhold or recoup payment, for work or activities determined by funding agencies to be ineligible for reimbursement.

5. REPORTING REQUIREMENTS

Each request for reimbursement, whether submitted monthly or quarterly, will be accompanied by a narrative progress report. Reports must include the Subgrantee's progress in implementing the scope of work, including any problems encountered and possible cost overruns or underruns. Narrative progress reports may be filled out on the Invoice and Progress Report Form or as a separate attachment to the invoice form.

6. RECORDS MAINTENANCE

The Subgrantee shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by King County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement. These records shall be maintained for a period of six (6) years after subgrant close-out, and shall be subject to inspection, review or audit by King County and/or by State or Federal officials as so authorized by law.

7. SINGLE AUDIT ACT REQUIREMENTS

Non-federal entities receiving financial assistance of \$500,000 or more in Federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the U.S. Office of Management and Budget (OMB) (Revised June 27, 2003) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations. Non-federal entities that spend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133.

Entities required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement.

The Subgrantee has the responsibility of notifying the State Auditor's Office and requesting an audit, if required.

The Subgrantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or subcontractors also maintain auditable records.

The Subgrantee must send a letter stating there has been a single audit completed and there were no findings or if there were findings, the letter should provide a list of the findings. In addition to sending a copy of the audit, the Subgrantee must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

The Subgrantee must send this letter to King County no later than nine (9) months after the end of the Subgrantee's fiscal year(s).

8. COMPLIANCE WITH APPLICABLE LAWS

The Subgrantee shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The Subgrantee assures that its procedures are consistent with laws relating to public contracting and competitive selection procedures.

The SUBGRANTEE shall comply with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments; OMB A-102, Grants and Cooperative Agreements with State and Local Governments; and A-133, Audits of States, Local Governments, and Non-Profit Organizations.

During the performance of this Agreement, neither the Subgrantee nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

During the performance of this Agreement, neither the Subgrantee nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.17 or 12.18. The Subgrantee shall comply fully with all applicable Federal, State and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

9. AMENDMENTS

This Agreement may be amended only by written concurrence of both parties. Amendments to Scope of Work will only be approved if the proposed amendment is consistent with State and Federal granting agency rules. Up to ten percent (10%) of the total award amount may be shifted between approved budget object codes as contained in Exhibit B. For amounts over ten percent (10%), the SUBGRANTEE must submit a written budget amendment request for approval. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the Scope of Work and falls within the grant requirements.

10. TERMINATION

This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the end of the Period of Performance, upon thirty (30) calendar days advance written notice.

This Agreement may be terminated by either party, in whole or in part, for cause prior to the end of the Period of Performance, upon thirty (30) calendar days advance written notice. Reasons

for termination for cause may include but not be limited to: material issues of nonperformance, misuse of funds, and/or failure to provide grant-related invoices, reports, or any requested documentation.

If the Agreement is terminated as provided above, King County will be liable only for payment in accordance with the terms of this Agreement for satisfactory work completed prior to the effective date of termination. The Subgrantee shall be released from any obligation to provide further services pursuant to this Agreement.

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

11. HOLD HARMLESS AND INDEMNIFICATION

The Subgrantee shall protect, indemnify and hold harmless King County, its officers, officials, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from any and all actions by the Subgrantee and/or its subcontractors pursuant to this Agreement. The Subgrantee shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against King County arising out of or incident to the Subgrantee's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of the paragraph above, such attorney fees and costs shall be recoverable from the Subgrantee. In addition King County shall be entitled to recover from the Subgrantee its attorney fees, and costs incurred to enforce the provisions of this section.

12. INSURANCE

Subgrantee shall provide and maintain and shall cause its subcontractors to provide and maintain Commercial General Liability in the minimum amount of \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate. King County, its officers, officials, agents and employees shall be named as additional insureds.

If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

13. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

If Federal funds are the basis for this contract, the Subgrantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency.

14. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of King County and the Subgrantee hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by King County, which shall be attached to the original Agreement.

15. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

16. APPROVAL

This Agreement shall be subject to the written approval of the King County's authorized representative and shall not be binding until so approved.

THIS AGREEMENT, consisting of 7 pages and 2 attachments, is executed by the persons signing below who warrant and represent that they have the authority to execute the Agreement.

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

City of Seattle

King Co. Office of Emergency Management

Name & Title

BY _____
County Administrative Officer

Date

Date

EXHIBIT A: SCOPE OF WORK and PROJECT TIMELINE - FFY04 SHSP

Project Name: Regional - Emergency Amateur Radio High-Speed Digital Messaging Network

Project Contact Person, Title & Phone#: Mark Sheppard, Emergency Communications Officer & Steve Marten, Emergency Preparedness Officer

Identify Direct Link to “FFY04 State Homeland Security Program – C. Authorized Program Expenditures”:

(Example: III. Allowable Exercise Costs; 1) Exercise Planning Workshop, 3) Overtime/Backfill, 4) Travel)

Section C, Authorized Program Expenditures, Allowable Equipment Costs, Page 21, 4. Interoperable Communications Equipment - Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations.

Choose one Primary Goal and Objective from the “Washington State Homeland Security Strategy” that relates directly to the Project:

(Example: **Goal 3** – (Prevention) To understand, detect and respond to threats; **Objective 10** – Exercise the statewide terrorism monitoring, threat assessment, and information-sharing systems.

GOAL 2: COMMUNICATION--To facilitate statewide communication and collaboration; Objective 6. Acquire communications equipment and establish networks

Project Description (Breakdown activities into clear, concise actions, identify measurable deliverables and results. Attach additional pages if needed):

SCOPE OF WORK – NARRATIVE (Limit **two** pages)

Project Description (Well-defined purpose; breakdown of activities into clear, concise actions; and measurable deliverables, results and end products.):

Establish a common, reliable and most of all durable high speed digital communications network utilizing federally authorized amateur radio channels and volunteer operators. This network will serve to significantly expand bandwidth in times of high message volumes and congestion due to a terrorist attack or similar event. It will also provide a backup or redundant path to carry primary message traffic should other systems be compromised by an attack. This proposed digital network will establish connection points in key EOCs, (for example: State, KCECC, Pierce, Kitsap, So. Snohomish, Seattle, KC Cities, etc.) Public Agency Operating Centers, Hospitals and associated agencies such as NOAA Weather, Medical Services Communications and the Red Cross.

In the event of a terrorist/CBRNE attack there may likely occur a disruption or overloading of normal landline and cellular telephone and data networks (CDMA, etc.) as well as internet communications within Seattle, across King County and the adjacent areas in Kitsap, Southern Snohomish and Northern Pierce Counties. The terrorist event and the associated loss of conventional communication channels would exert extreme demand on the public safety radio networks, requiring system managers to invoke system-use prioritization protocols. This would restrict use of the radio system to dispatch first responders. There may be limit capacity to support command and control as well as logistical requirements.

Emergency Managers across the County and the Puget Sound Region have plans in place to utilize Amateur radio teams. These team are structured under RACES - Radio Amateur Civil Emergency Service, authorized through the local emergency management authority, through the State and Federally enabled through FEMA & the FCC. Emergency Managers appoint a RACES Officer who is responsible for forming teams of licensed and trained radio operators. Teams are formed in association with ARES - Amateur Radio Emergency Service, a program of the American Radio Relay League or related organizations such as ACS - Auxiliary Communications Services. The mission of amateur radio

communications in the state is outlined by the State DEM's RACES plan. A primary objective at the state and county level is to provide, back-up and additional capacity for communications between EOCs and between EOCs and other essential operating facilities. While there is some use of Amateur Radio digital modes supporting e-mail, document transfer and limited imaging as well as video most communications are carried out over voice links which are by their nature limited in efficiency. This proposal would implement radio-based TCP/IP networking, creating local networks using VHF and UHF amateur radio spectrum and link local networks across greater distances using a hybrid-mode approach. This would provide a wide-area network backbone utilizing UHF repeaters and HF employing PACTOR messaging or Satellite Links for connecting to internet e-mail, or directly establishing links between EOCs separated by greater distances should other routes fail or slow.

Initially this proposal would provide a foundation network connecting key designated facilities. Later the system could be expanded at the initiative of participating jurisdiction to incorporate a wider mission. This network could expand to include support to field command posts, Citizen neighborhood teams such as SDART and other response and support functions at hospitals, shelters and other agencies, including tents, flashlights, batteries and miscellaneous supplies to support communication posts at community centers. The Project would be completed by October 1, 2005

ACTIVITY	MEASURABLE RESULT(S)
1. Establish a project management and governance structure to design and implement the project across the region.	<ul style="list-style-type: none"> • Appoint Project Manager, establish project charter with oversight and stakeholders boards.
2. Complete general project scope and plan.	<ul style="list-style-type: none"> • Acceptance of plan and system requirements by oversight board.
3. Complete, design and analysis of possible solutions.	<ul style="list-style-type: none"> • Acceptance of design and favored solution by oversight board.
4. Purchase, install and test prototype of selected approach e.g. proof of concept of favored solution.	<ul style="list-style-type: none"> • Acceptance of the prototype and final approval of approach with approval to purchase and install.
5. Purchase, install and test equipment and begin operation of network	<ul style="list-style-type: none"> • Successful completion testing plan and sign-off on acceptance document by oversight board.

PROJECT TIMELINE

(Include measurable activities for task completion and critical dates. Projects must be completed and delivered prior to **October 1, 2005.**)

Activity	Estimated Completion Date
Appoint Project Manager and Commission Technical support from City of Seattle, Department of Information Technology.	11/15/04
Conduct initial coordination and planning sessions with interested Jurisdictions and agencies in the region	12/1/04
Establish project charter and governance structure	12/15/04
Complete project scope and plan	1/6/05
Obtain final agreement on system design and participants	2/15/05
Complete implementation and testing plan	3/15/05
Complete equipment procurement specifications	4/1/05
Conduct Equipment procurement and select vendors	5/15/05
Installation firm completes installation	7/15/05
Agencies complete final acceptance testing	9/1/05
Network is test and ready for operation.	9/15/05

EXHIBIT B: BUDGET**ATTACH ONE BUDGET SHEET PER CATEGORY****This is a reimbursement grant****PASS THROUGH BUDGET- FFY04 SHSP**Identify Budget Category (*Planning, Training, Exercise, or Equipment*): **Planning**

ITEM DESCRIPTION	NA
SALARIES & BENEFITS (Not for payment of overtime)	
OVERTIME/BACKFILL	
EQUIPMENT (see Excel spreadsheet for detailed listing and note linked to Excel sheet for summary total.)	
TRAVEL AND PER DIEM	
GOODS AND SERVICES (Please Specify)	
CONSULTANT FEES	
OTHER COSTS (Please specify.)	
TOTAL NOT TO EXCEED PROJECT COST OR AWARD AMOUNT	

- 10% of total award amount may be shifted between approved budget object codes.
- Final signed invoice voucher to be submitted with final performance report & deliverables - Invoices not to exceed total amount of contract award.

EXHIBIT B: BUDGET**ATTACH ONE BUDGET SHEET PER CATEGORY****This is a reimbursement grant****PASS THROUGH BUDGET- FFY04 SHSP****Identify Budget Category (*Planning, Training, Exercise, or Equipment*): Equipment**

ITEM DESCRIPTION	COST
SALARIES & BENEFITS (Not for payment of overtime)	\$11,959
OVERTIME/BACKFILL	
EQUIPMENT (see Excel spreadsheet for detailed listing and note linked to Excel sheet for summary total.)	Error! Not a valid link.
TRAVEL AND PER DIEM	
GOODS AND SERVICES (Please Specify)	
CONSULTANT FEES	
OTHER COSTS (Please specify.)	
TOTAL NOT TO EXCEED PROJECT COST OR AWARD AMOUNT	\$89,359

- 10% of total award amount may be shifted between approved budget object codes.
- Final signed invoice voucher to be submitted with final performance report & deliverables - Invoices not to exceed total amount of contract award.

ATTACH EQUIPMENT LIST (EXCEL SPEADSHEET)

